



**City of Leominster, Massachusetts  
Office of the Purchasing Agent**

**Invitation for Bids**

**For**

**PEST CONTROL SERVICES  
2016 - 2019**

**Bids Due: 11:30 A.M. March 9, 2016**

## **TABLE OF CONTENTS**

<b>1. General Requirements</b>	<b>Page 3</b>
<b>2. Bid Specifications</b>	<b>Page 5</b>
<b>3. Bid Pricing Instructions</b>	<b>Page 8</b>
<b>4. Submission Requirements</b>	<b>Page 8</b>
<b>5. Company Information Form</b>	<b>Page 10</b>
<b>6. Non-Collusion Form</b>	<b>Page 11</b>
<b>7. Certificate of Authority</b>	<b>Page 12</b>
<b>8. Addenda Acknowledgement Form</b>	<b>Page 13</b>
<b>9. Bid Submission Form</b>	<b>Page 14</b>

## INVITATION FOR BIDS

### PEST CONTROL SERVICES 2016 - 2019

#### **GENERAL REQUIREMENTS**

Qualified bidders (vendors) are invited to submit a bid in response to this Invitation for Bids (IFB). Before submitting a bid, each bidder must make a careful study of all specifications and bidding/contract requirements and fully assure themselves as to the quality and quantity of the services required by this IFB.

The successful bidder will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and of the City of Leominster.

Bids that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent. Conditional bids will not be accepted. The City reserves the right to reject any and all bids, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the City.

If, at the time of the scheduled bid opening, Leominster City Hall is closed due to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 P.M. on the next normal business day. Bids would be accepted until that extended date and time.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the City of Leominster are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

No subcontracting of any work is allowed under this bid/contract without prior written approval of the Purchasing Agent. The successful bidder will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Purchasing Agent of the City.

All submitted bids and associated quoted prices must be guaranteed to the City of Leominster for a period of thirty (30) days from the bid submission date.

The successful bidder will be required to indemnify the City for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., while under contract with the City of Leominster, acting as the City's representative on this project.

If bidders have any questions concerning the terms and conditions set forth in this Invitation for bids, said questions must be submitted in writing to the Purchasing Agent, no later than three (3) business days prior to the date provided for submission of bids. No further consideration will be given after the bid opening.

Bids may be withdrawn without penalty prior to the time and date specified for the bid submission deadline. Requests to withdraw a bid must be made in writing, addressed to the Purchasing Agent.

All IFB requirements, including these General Requirements shall constitute a part of the contract of services. A copy of the successful bidder's offer/bid will be incorporated herein and made a part of the contract as well.

**Governing Law & Entire Agreement**

The contract that is issued as a result of this IFB, and any disputes hereunder will be construed and interpreted in accordance with the laws of Massachusetts. The Vendor agrees that any and all legal proceedings between the parties, regardless of legal theory, will be brought exclusively in a state or federal court in Massachusetts and the Vendor consents to such jurisdiction.

This resulting contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. The Contract will not be modified or amended except by a written document executed by the parties hereto.

Questions regarding this Invitation for Bids (I.F.B.) document, submission requirements, or any other questions can be directed to Mr. Greg Chapdelaine, Purchasing Agent, telephone: 978-534-7507, ext.244, or by e-mail at [gchapdelaine@leominster-ma.gov](mailto:gchapdelaine@leominster-ma.gov)

## **INVITATION FOR BIDS**

### **PEST CONTROL SERVICES 2016 - 2019**

#### **BID SPECIFICATIONS**

The City of Leominster is seeking to hire a qualified, experienced vendor to perform various pest control services throughout the year. This contract will cover all various types of scheduled and unforeseen pest control services as the need arises. While most projects covered by this contract will be performed primarily at Leominster School Department buildings, any and all other City Departments/buildings will be able to utilize the services provided under this contract whenever needed during the life of this contract.

The successful bidder will be responsible for supplying all labor and materials necessary to satisfy the requirements of this bid.

One contract will be awarded to the one responsive and responsible bidder offering the lowest price for all items contained in this bid. The contract that is awarded as a result of this Invitation for Bids will be effective upon completed execution of a contract signed by both the successful bidder and the appropriate City officials. The contract will be for a period of three (3) years, commencing on April 1, 2016 and ending on March 31, 2019.

The services provided by the Vendor under this contract will be made available to all City departments who may request them, at the contractual pricing contained herein.

#### **CHANGES TO THE CONTRACT**

No additional work or changes to the Contract are authorized unless a signed Change Order is issued by the Purchasing Agent of the City of Leominster.

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the City other than the Purchasing Agent, that change, modify or alter the Contract in any manner, will NOT be binding upon the City or the respective Department for whom the work is being performed. Any work performed that is not covered by this Bid/Contract or a signed Change Order issued by the Purchasing Agent; is performed at the sole risk of the vendor.

#### **TERMINATION CLAUSE**

If at any time the City of Leominster determines that the services of the Vendor are no longer needed, for any reason, even for convenience; then the City will have the option to terminate this contract immediately upon written notice to the Vendor. The Vendor would be paid for all work completed up to the point of termination of the contract. All work finished, reports, paperwork, etc., would become the property of the City of Leominster.

If at any time the vendor fails to fulfill or comply with any of the requirements of this bid/contract, such as shoddy workmanship, improper procedures, supplying sub-standard, improperly trained employees, not adhering to the work schedule, etc., the City, at its option, can terminate this contract immediately upon written notice to the Vendor.

## **REFERENCES**

All bidders must submit a list of references of clients who they have performed work for over the past five (5) years. The list must include contact names and telephone numbers. The City is to have express permission to contact these people, either by phone, written correspondence or in person, as to past performance. The City reserves the right to contact any entity that the Bidder has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received may be grounds for the rejection of a bid.

## **INTERVIEW**

Bidders may be required to appear for an interview, if so requested, with the Purchasing Agent before any award is made. The purpose of the interview would be to review the bidders' background and capabilities to perform the work. Failure to comply with this request will result in the REJECTION of your bid.

## **INVOICING**

Invoicing will be handled in two manners; **A: Monthly Services** and **B: As-Needed Services**.

### **A: Monthly Services Invoicing**

Monthly invoicing will be for all routine, monthly services that are provided on an on-going basis to the Leominster School Department as required in this bid/contract. Invoices will be addressed to the City of Leominster School Department, 24 Church Street, Leominster, MA 01453, and must show the City Contract Number on them. All invoices must clearly indicate which job the invoice is for, and what work was performed. The invoicing will be broken into twelve (12) equal installments/billings reflecting the total bid price for that particular year as listed on the Bid Submission Form section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The City will pay all invoices within forty-five (45) days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

### **B: As-Needed Services Invoicing**

As-Needed invoicing will be for all individual pest control projects/services that the Vendor is called upon to perform for any City department (including the School Department). Upon completion of an individual project, the Vendor will submit invoicing for all services provided during the particular project (invoicing will be submitted monthly if recurring services are requested). Invoices will be addressed to the particular City Department for whom services were provided, and must show the City Contract Number on them. All invoices must clearly indicate which job the invoice is for and must be itemized in detail, in a manner that reflects and clearly shows the appropriate line item(s) bid pricing as listed on the Bid Submission Form section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The City will pay all invoices within forty-five (45) days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

## **EQUIPMENT DEMONSTRATION**

The successful bidder may be required to make the actual pest control devices & equipment to be supplied/used available for inspection and demonstration before any award is made. Failure to comply with this request will result in the REJECTION of your bid.

## **JOB SITES**

Bidders are required to fully inform themselves of existing conditions of the entire job site where work may be performed over the life of the contract. Lack of knowledge or unfamiliarity of the project or job site after the bid has been awarded will not excuse non-compliance with the requirements of all specifications contained in this bid document.

Job Sites will be the interior and exterior (including all grounds) of primarily all Leominster Public School Buildings; as well as the possibility of other City municipal buildings & grounds as well. The School Department buildings, where all pre-scheduled, monthly/annual prevention services will primarily be performed, are listed below.

Leominster High School, 122 Granite Street

Bennett School, 145 Pleasant Street

Priest Street School, 115 Priest Street

Fallbrook School, 50 DeCicco Drive

Johnny Appleseed School, 845 Main Street

Northwest School, 45 Stearns Avenue

Samoset Middle School, 100 DeCicco Drive

Sky View Middle School, 500 Kennedy Way

Frances Drake Middle School, 95 Viscoloid Avenue (formerly called "Southeast Middle School")

## **MINIMUM QUALIFICATIONS**

All bidders must provide written documentation with their bid proposal as evidence that they meet the following minimum requirements and further, that their firm has the requisite background to perform this particular type of work.

Bidders must have five (5) years of experience providing the types of services required by this IFB. Bidders must show that they have provided similar types of services to other school clients within the past 5 years.

Bidders must hold a current, valid State of Massachusetts Pesticide Applicator License for General Application. A copy of this license must be submitted with your bid.

Bidders must have experience putting together and managing IPM plans similar to that called for in this IFB.

Bidders must have experience providing pest control services for a wide range of pest types, including, but not limited to, the following:

1. Termites
2. Ants
3. Beetles/cockroaches
4. Bees/Wasps, other stinging insects
5. Mosquitoes
6. Moths
7. Ticks
8. Fleas
9. Bedbugs
10. Rodents (mice, rats, chipmunks, squirrels, etc.)

The Vendor must be available twenty-four (24) hours a day, seven (7) days a week, for emergency, on-call service as the need arises. The Vendor must have adequate staff to be able to carry out the requirements of this bid/contract. The successful bidder will be required to supply the School Department with a telephone number and/or pager number where the Vendor can be contacted, after hours, weekends and holidays, in the case of an emergency.

### **REQUIRED PEST SERVICES**

Services under this contract will be made available for all City Departments/buildings. Municipal buildings will be on an on-call, as-needed basis. For the purposes of this Bid, the primary, monthly services listed below will be performed only at the School Department's nine (9) locations.

All routine services will be performed Mondays thru Fridays between the hours of 6:00 A.M. and 5:00 P.M.

Emergency services requested during off-hours will be at an additional hourly charge as shown in the Bid Submission Form section of this Bid/Contract.

The Vendor will furnish all necessary supervision, labor, materials, tools, devices, pesticides/chemicals, etc., necessary to perform all pest control services requested by any City Department.

### **Monthly Services – Leominster School Department**

#### **IPM Plans**

The Vendor will be required to formulate a complete Integrated Pest Management (IPM) Plan for all nine (9) school buildings where routine services will be primarily performed. This complete IPM Plan must contain both Outdoor and Indoor IPM Plan components. There must be a site-specific Plan for each School location. These IPM Plans must be completed within thirty (30) days from the start of the Contract.

All IPM Plan components and related services/treatments to be provided, must meet the requirements of both the Massachusetts Pesticide Control Act and the Children Protection Act/Executive Order 3002.

All notification procedures and emergency waiver procedures that may be used at any school location must be followed according to the written IPM Plan(s).

The IPM Plan(s) must contain a comprehensive strategy of pest control whose major objective is to achieve desired levels of pest control in an environmentally responsible manner by combining multiple pest control measures to reduce the need for reliance on chemical pesticides; more specifically, a combination of pest controls which addresses conditions that support pests and may include, but is not limited to, the use of monitoring techniques to determine immediate and ongoing need for pest control, increased sanitation, physical barrier methods, the use of natural pest enemies and a judicious use of lowest risk pesticides when necessary.



Each IPM Plan must contain, at a minimum, the following information:

1. School name and physical location.
2. Service frequency (must be a minimum of monthly visit per school location).
3. Scope of services to be provided (areas covered/not covered).
4. List of approved pest control materials to be used (name, active ingredient, EPA registration numbers).
5. Pest Control Committee. Each School location must have its own Committee which will address both indoor & outdoor pest issues. Each Committee will be comprised of
  - a. Vendor representative
  - b. School Department Business Administrator
  - c. School Principal
  - d. School Head Custodian
  - e. Teacher's Representative
  - f. Other members as required by the Leominster School Department.

All IPM Plans must be updated annually and reviewed & approved by each School location's Pest Control Committee. If at any time any IPM Plan must be changed as per any governing law or other condition, the respective Pest Control Committees must be advised of this change, and approve any IPM Plan change(s).

### **Service Manuals**

Each School location must have its own Service Manual, as provided and maintained by the Vendor. The Vendor will be required to maintain two (2) copies of each Service Manual; one copy left on-site at each School location and one copy held at the Vendor's headquarters. Service manuals for each School location must be prepared and submitted to the School Department within thirty (30) days of the start of this contract. Each Service Manual must contain the following minimum information:

1. Contact Information for each location. A primary & secondary contact for each School as well as the primary & secondary contact for the Vendor.
2. Pest Sighting Log. Each log should contain information regarding what pests are detected, by whom, where pests are detected, how many detected, corrective actions taken, etc.
3. Service Reports. Reports must detail all work performed by the Vendor during each site visit and by whom (which Vendor employee) during each site visit. Service reports must also report sanitation & maintenance observations made by the Vendor; as well as any continuing or new pest activity observations made by the Vendor.
4. Copies of required State Licenses for all Vendor employees who perform work at any School location.
5. Copies of all applicable insurance policies of the Vendor. See Insurance requirements listed on page 4 of this IFB.
6. MSDS sheets and labels for all approved materials that are used or may be used at any School location.
7. Device location maps. Device location maps must be updated whenever devices are installed, replaced, moved or removed. Maps must list the types of devices installed, where installed, how many, etc.

Service Manuals must be updated whenever a site visit is made, work is performed or any School location and/or Vendor information is updated or altered.

## **Site Visits**

Whenever the Vendor makes a site visit to a School location (or any City building), whether for a Monthly Service Visit or an As-Needed service call, the Vendor will first check-in with the Head Custodian (or other designated primary contact) at each School location. Once the service call is completed the Vendor will also check-out with the Head Custodian before leaving the site. A Service Report must be completed at the end of each visit; a copy of said Report must be left with the Head Custodian or primary contact before leaving the Site.

## **Monthly Service Visits**

The Vendor will make monthly service visits to each School location. Monthly visits must be performed all on the same day or consecutive days if such visits cannot be performed all on one day.

The Vendor will be responsible for supplying, installing, maintaining, replenishing/refilling, repairing, monitoring, and removing & properly disposing of all bait stations, insect fly lights, traps or any other type of device that would typically be needed to prevent, abate, or cure any type of insect, rodent or other type of infestation problem that may arise within and/or around the various School locations. All devices to be supplied and used by the Vendor must be of quality manufacture, conform to industry standards and be suitable for the environment they will be deployed in.

All chemical treatments required to control/abate any covered pest situation must be included as part of the Monthly Service Visits. The costs for all chemicals and applications (labor & materials) must be included in your Monthly Services bid pricing. All chemical treatments must be handled and performed in accordance with the IPM Plan for each respective School location.

During each Monthly Service Visit the Vendor will perform both interior and exterior inspections at each School location. In addition to the monthly inspections, upon arrival at each School, the Vendor will review the Service Manual and check for any insect/rodent issues that may have been reported by School personnel since the previous monthly inspection was performed and attend to any such reported issues. Report what remedial actions were or will be performed in the Service Report under either Interior or Exterior Inspection Activity in regard to any insect, rodent or other pest infestation issues.

INTERIOR INSPECTIONS, at a minimum, will consist of:

1. Perform insect and rodent monitoring throughout the entire interior of each School, to include:
  - a. Cafeteria & food storage areas, as well as Insect Fly Light monitoring in each Cafeteria.
  - b. Monitoring to be performed in all suspended ceilings of all Schools, including the use of bait stations or other appropriate devices in this area.
  - c. All common areas.
  - d. All maintenance rooms/areas.
  - e. All basements and attics in Schools that have such areas.
  - f. All Administrative offices and storage areas.
  - g. All Personnel Breakrooms.
  - h. All other non-personnel areas where insects/rodents/pests typically inhabit.

- i. Classrooms will only be inspected and/or monitored upon request. The cost for these services must be included in your bid pricing.
  - Upon request, the Vendor will be responsible for inspecting up to 3 classrooms during any monthly service visit. The 3 classrooms may be all in one or any combination of School buildings. Any additional classroom inspections will be at an additional cost as shown on the Bid Submission Form of this bid/contract.
  - Upon request, the Vendor will be responsible for monitoring up to 3 classrooms at any one time. The 3 classrooms may be all in one or any combination of School buildings. Any traps or other devices needed for this monitoring must be included in your bid pricing. Any additional classroom monitoring will be at an additional cost as shown on the Bid Submission Form of this bid/contract.
2. Inspect and document all bait station (or other devices used) activity.
3. Replenish/refill and/or replace all rodent & insect bait stations (or other devices used) each month as necessary.
4. Write up a Service Report detailing what inspections were performed, list all rodent & insect (or other pests) activity found, what remedial actions were or will be performed, what bait stations were replenished, replaced, removed or installed.

EXTERIOR INSPECTIONS, at a minimum, will consist of:

1. Perform insect and rodent monitoring around the entire exterior of each School, to include:
  - a. All building entrances and other common infestation entry points.
  - b. Inspect the entire building perimeter (i.e. the base of all exterior walls).
  - c. All food delivery/storage areas.
  - d. All dumpster locations.
  - e. All food disposal areas (i.e. dumpsters and other waste storage containers).
2. Inspect and document all bait station (or other devices used) activity.
3. Clean/replenish/refill and/or replace all rodent & insect bait stations (or other devices used) each month as necessary.
4. Write up a Service Report detailing what inspections were performed, list all rodent & insect (or other pests) activity found, what remedial actions were or will be performed, what bait stations were replenished, replaced, removed or installed.

### **Call Backs/Non-Scheduled Service**

If the Vendor is required to return to any of the School locations between monthly service visits, for pest activity issues reported by a School location or pest activity identified by the Vendor that could not be addressed during a monthly service visit, said call back(s)/non-scheduled service visit(s) will be performed at no additional charge. Any pest control devices needed to address any pest issues (for covered pests) during such visit(s) will also be supplied and installed by the Vendor at no additional charge.

## **Pest Devices**

As part of the above interior & exterior monthly services, the Vendor is required to supply all Bait Stations, Traps, Insect Fly Lights, Rodent Trapping Units, Tin Cats, Multi-Catch Traps, Snap Traps and all other insect/rodent/pest monitoring and/or entrapment devices that will be required to properly perform all services as required by this bid/contract.

The Vendor will be required to supply, install, monitor and clean/refill/replenish all such devices that will be used in the monthly Interior and Exterior inspection services. The Vendor will supply all types and as many devices as will be required to properly carry-out all said services as well as the number and types of devices that may be required to eliminate any infestation problem which may arise during the life of this Contract. The cost for all said devices and their maintenance will be included in your bid pricing. Installation of all devices will include proper placement and attachment to the building (interior or exterior) to properly secure the devices.

The Vendor will be responsible for the repair and/or replacement of any such devices when needed. The Vendor is NOT responsible for repairing or replacing any such devices when such damage or removal is due to School personnel actions, associated building damage or vandalism, including disappearance of devices. See the Bid Submission Form of this bid/contract for replacement costs of such devices.

For exterior applications, the Vendor will place appropriate type(s) of devices along each exterior building wall at each School location. For example, at a 4-sided building the Vendor will place four (4) devices, one located along each wall; at a 6-sided building the Vendor will place six (6) devices, one located along each wall. A device must be placed every 100' linear feet, so in the above example of a four-sided building, if the exterior walls measure longer than 100 feet, then more than four devices must be placed by the Vendor as determined by the total exterior measurements of the particular building.

## **Pest Chemicals**

The Vendor is responsible for determining, supplying, applying, monitoring, safeguarding, cleaning up, disposing of, making public notification of usage and reporting as required by law, all such chemicals and/or treatments that may be required to properly carry out all of the services as required by this Bid/Contract. The cost for all such chemicals and treatments must be included in your bid pricing.

## **Pest Disposal**

The Vendor is responsible for removing from School locations, and properly disposing of, any and all pests that may be captured by the Vendor or caught by any pest control devices deployed by the Vendor. All costs for removing and disposing of any pests must be included in your bid price for the Monthly Services.

## **Covered Pests/Pests Included in Monthly Service**

The following list of pests are those that the Vendor is responsible for monitoring, inspecting for, guarding against and correcting any infestation issues that may arise, including all means, methods, devices and chemicals needed to eradicate any such infestation:

1. Ants
2. Cockroaches
3. House flies & Fruit flies
4. Mice
5. Rats
6. Stinging insects and related nests located up to 15 feet from the ground.

All other pests will be at additional cost as shown in the Bid Submission Form of this bid/contract.

## **As-Needed Services – All City Departments (including School Department)**

All other pest services (other than Monthly Service Visits) required by the School Department and any pest services required by any other City Department will be on an As-Needed basis and will be invoiced at the bid prices shown for these services on the Bid Submission Form of this bid/contract. Any pest control devices required under this category of services will also be invoiced individually at the bid prices shown (see section titled “Invoicing” for further details).

Any chemical treatments required under the As-Needed Services will be supplied and applied by the Vendor as part of the requested services. Any such chemical treatments must be itemized on the project Quote. All costs for said treatments (labor & materials) are included in the hourly rates as shown on the Bid Submission Form of this bid/contract.

The Vendor, after having been called in for As-Needed Service to a City/School site, will review the services that the Vendor believes need to be performed in response to the call for service. The Vendor will then write up a quote, according to the hourly rates/pricing listed in this Contract. The quote must reference this Contract number, indicate what services need to be performed, how many hours the work will take, how many workers will be assigned to the job, and what pest devices will be needed to perform the work, along with device costs. The Department Contact Person must sign off on this quote before any work is to begin.

When performing work, the Vendor is only to work on and up to those items & hours as stated in the specific project quote. If additional devices and/or hours will be needed to complete the project, a revised quote must be submitted to, and signed-off by, the Department Contact Person.

## **BID PRICING**

Bidders must list a bid price for ALL items in order for your bid to be accepted. For any item(s) where there will be no cost to the City, bidders must list a price of “\$0”. Items left blank or “N/A” are NOT acceptable. Any bids that are not submitted in accordance with these instructions will be REJECTED.

This bid contains three bid pricing sections; 1) Monthly Services, 2) As-Needed Services, and 3) Pest Control devices.

**Monthly Services** bid pricing must be all-inclusive. Bid prices under this section must cover all labor, materials, inspectional services, call-backs, pest devices, chemical treatments, reports, meetings, IPM Plans, travel time/costs, etc., and other associated work items and materials that may be needed to properly perform all services as required under the Monthly Services section. No separate or additional costs, fees or expenses will be paid by the City. See “Monthly Services – Leominster School Department” under the section titled “Required Pest Services” for full details of what is required under this section of the bid/contract.

**As-Needed Services** bid pricing is a per-hour basis bid pricing. These prices are hourly rates, per employee. The As-Needed hourly rate component must cover all labor, materials, chemical treatments and travel time/costs required to properly perform all services as required under the As-Needed Services section. See “As-Needed Services – All City Departments (including School Department)” under the section titled “Required Pest Services” for full details of what is required under this section of the bid/contract. This pricing does NOT include pest devices, which are priced separately under this bid/contract. The As-Needed prices are the prices to be used in putting together a quote for individual pest control projects in the City on an as-needed basis as requested by any City Department.

**Pest Control Devices** bid pricing is a per-unit price. These are the prices that will be paid by the City for all pest control devices required under an “As-Needed Services” project.

The Vendor will not be allowed to charge/invoice any separate travel costs, fuel sur-charges, etc., regardless of how many trips are needed, for any type of service (see bid pricing instructions above). All travel costs/expenses must be included in your bid pricing for both Monthly Services and As-Needed Services.

### **Bid Award Determination**

Only the bid pricing submitted under Bid Item #1 (Monthly Services – Leominster School Department) will be used in determining the low bid. The low bid will be calculated on the basis of taking the lump sum price for each year and adding all three years together. The contract will be awarded to the bidder whose cumulative pricing is the lowest for all of the items under Bid Item #1

Bidders are required to submit bid pricing for Bid Item #2 (As-Needed Services) and Bid Item #3 (Pest Control Devices). The bid pricing for Bid Items #2 & #3 will NOT be used in calculating the low bid. HOWEVER; pricing submitted for Bid Items #2 & #3 will be reviewed for consistency with expected current and forecasted market rates. If pricing is submitted for Bid Items #2 & #3 that is grossly over expected market rates, that entire bid will be rejected as being from an irresponsible bidder.

### **PRICE ESCALATION CLAUSE**

Prices offered by the bidder must be firm and not subject to increase during the term of the Contract. Price escalation clauses over and above the total submitted bid price(s) are not allowed. Only the total bid price(s) will be accepted. Bidders can not insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted bid price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your bid.

### **CERTIFICATION REGARDING DEBARMENT**

By execution of the bid/contract documents, the Contractor/Vendor and all of its principals and owners certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. city, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

## **SUBMISSION REQUIREMENTS**

Bidders must be able to comply with all of the IFB specifications in order for your bid to be accepted. Please read all of the IFB specifications and follow all instructions in preparing your IFB response. Failure to respond properly may result in the REJECTION of your bid.

Bids for [Pest Control Services 2016 - 2019](#) will be received in the Office of the Purchasing Agent, City Hall, 25 West Street, Leominster, MA 01453, until the deadline for submission stated below, at which time all bids received will be publicly opened and read in the presence of such bidders as desire to be in attendance.

Bidders must submit **two (2) exact copies** of their bid submission with all required information included. The Bid Submission must be submitted in a **sealed envelope** bearing on the outside the name and address of the Bidder, addressed to the Purchasing Agent of the City of Leominster. The required forms must be properly filled out, signed, sealed and endorsed, and included with your bid submission. Telephone responses and faxed replies will not be accepted.

### **The Bid Submission envelope must be labeled:**

#### **“Pest Control Services 2016 - 2019”**

Complete bid packages must be received by:

**11:30 A.M. March 9, 2016**

In the Office of the Purchasing Agent  
Attn: Mr. Greg Chapdelaine, Purchasing Agent  
City Hall  
25 West Street  
Leominster, MA 01453

### **Each firm desirous of consideration will submit the following**

1. All Bid Submissions must be signed by the Bidder or a representative of the Bidder authorized to act on behalf of the Bidder.
2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement Form must be included with your Bid Submission.
3. All Bid Submissions must state firm pricing for all required services as listed in this IFB.
4. Complete description and background information on the company replying to the IFB. Who the Company is, what they do, how long they have been in business, why they are qualified to perform this work, etc.
5. List all references for the past five (5) years who are familiar with your work on similar projects. The City is to have express permission to contact these individuals, either in person, by phone, and/or written correspondence, as to past performance.
6. All other information as necessary to comply with the requirements of this Invitation for Bids as well as any other information that the Bidder believes would be beneficial to the City in considering your bid. It is understood that upon written request from the City Purchasing Agent, a bidder may be required to submit further information to support the bidder's qualifications.



## TO BE RETURNED WITH BID SUBMISSION

Invitation for Bids: To the City of Leominster, herein called the Owner, acting through its Purchasing Agent, for the purchase of Pest Control Services 2016 - 2019,

Bidder's attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, bidders are required to submit the following information and any other information deemed necessary by the bidder. All of the following information regarding the bidder must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation ☐

Partnership ☐

Proprietorship ☐

If a Corporation

Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

If a Partnership

Full Legal Name \_\_\_\_\_

If a Proprietorship/Individual

Name of Owner/Individual or d/b/a \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Business Mailing Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Qualified to do business in Massachusetts

☐

YES

☐

NO

Give full names and titles of all the persons and parties interested in the foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A foreign corporation is required to submit its' certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

## TO BE RETURNED WITH BID SUBMISSION

### Bid For – Pest Control Services 2016 - 2019

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Saturday's Sunday's or Legal Holiday's) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the Bidder has abandoned the contract and thereupon the bid deposit (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this Bid is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the City of Leominster, Massachusetts is pecuniarily interested in this Bid or in the contract that the Bidder offers to execute or in profits expected to arise therefrom.

The undersigned as Bidder declares that the only parties interested in this Bid as principals are named herein; that the Bid has carefully examined the specifications therein referred to; and they propose and agree that if this Bid is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this Bid.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Type Name of Person Signing Bid

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**TO BE RETURNED WITH BID SUBMISSION**

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date)

it was VOTED that:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name, and on behalf of, said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

\_\_\_\_\_ under seal of the Company; will be binding upon this Company.  
(Officer)

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)

\_\_\_\_\_ and that \_\_\_\_\_  
(Officer/Name)

is duly elected \_\_\_\_\_ of said company; and the above vote has not  
(Position/Title)

been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Clerk's Printed Name

TO BE RETURNED WITH BID

**CITY OF LEOMINSTER, MASSACHUSETTS  
OFFICE OF THE PURCHASING AGENT**

**INVITATION FOR BIDS: PEST CONTROL SERVICES 2016 - 2019**

**Addenda Acknowledgement**

**Bid Opening Date: 11:30 A.M. March 9, 2016**

The Bidder acknowledges receipt of the following addenda:

Addenda # \_\_\_\_\_ Dated: \_\_\_\_\_

Addenda # \_\_\_\_\_ Dated: \_\_\_\_\_

Addenda # \_\_\_\_\_ Dated: \_\_\_\_\_

Addenda # \_\_\_\_\_ Dated: \_\_\_\_\_

**-- OR --**

None: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name (Please Type)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)

**TO BE RETURNED WITH BID**  
**CITY OF LEOMINSTER, MASSACHUSETTS**  
**OFFICE OF THE PURCHASING AGENT**

BID SUBMISSION FORM - Page 1 of 2

**INVITATION FOR BIDS: PEST CONTROL SERVICES 2016 - 2019**

**BID ITEM #1: Monthly Services – Leominster School Department**

**Total Bid Price for Monthly Services – (4/1/16 – 3/31/17) Year 1:**\$ \_\_\_\_\_ **/Per Year**  
(please type)

**Total Bid Price for Monthly Services – (4/1/17 – 3/31/18) Year 2:**\$ \_\_\_\_\_ **/Per Year**  
(please type)

**Total Bid Price for Monthly Services – (4/1/18 – 3/31/19) Year 3:**\$ \_\_\_\_\_ **/Per Year**  
(please type)

**BID ITEM #2: As-Needed Services - Hourly Rates**

(See section titled “Bid Pricing” as to how these rates will factor into the award of this bid).

Hourly rate to be charged for all as-needed service calls (excludes all work covered under the Monthly Services). The hourly rate must include all labor, materials, chemical treatments, fees, expenses and travel time/costs. The hourly rates stated must be **per employee**.

**A) Hourly Day Labor Rate (6:00 A.M. to 5:00 P.M., Monday thru Friday):**

**Year 1: \$ \_\_\_\_\_ Per Hour      Year 2: \$ \_\_\_\_\_ Per Hour      Year 3: \$ \_\_\_\_\_ Per Hour**

**B) Hourly Labor Rate - After Hours (Nights (i.e. after 5:00 P.M.), Weekends, Holidays):**

**Year 1: \$ \_\_\_\_\_ Per Hour      Year 2: \$ \_\_\_\_\_ Per Hour      Year 3: \$ \_\_\_\_\_ Per Hour**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name      (Please Type)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)

TO BE RETURNED WITH BID

**CITY OF LEOMINSTER, MASSACHUSETTS  
OFFICE OF THE PURCHASING AGENT**

BID SUBMISSION FORM - Page 2 of 2

**INVITATION FOR BIDS: PEST CONTROL SERVICES 2016 - 2019**

**BID ITEM #3: Pest Control Devices – Per Unit Pricing**

(See section titled “Bid Pricing” as to how these rates will factor into the award of this bid).

These are the per-unit prices to be charged for all As-Needed service calls (excludes pest devices covered under the Monthly Services). The per-unit prices are those prices to be invoiced to the City whenever pest control devices are required to perform As-Needed Services, or when required for dealing with non-covered pest problems under the Monthly Services.

**Bid Prices**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Invade Bio Clean (1 Gallon)	\$ _____	\$ _____	\$ _____
Fruit Fly Traps	\$ _____	\$ _____	\$ _____
Gold Fly Sticks (small)	\$ _____	\$ _____	\$ _____
Gold Fly Sticks (large)	\$ _____	\$ _____	\$ _____
Metal Guards for Tin Cats (low profile)	\$ _____	\$ _____	\$ _____
Mouse Glue Boards	\$ _____	\$ _____	\$ _____
Rat Glue Boards	\$ _____	\$ _____	\$ _____
Pheromone Trap (Beetles)	\$ _____	\$ _____	\$ _____
Pheromone Trap (Moth)	\$ _____	\$ _____	\$ _____
Pheromone Trap (Clothing Moth)	\$ _____	\$ _____	\$ _____
Protecta Rat (Black)	\$ _____	\$ _____	\$ _____
Protecta Rat (low profile)	\$ _____	\$ _____	\$ _____
Stuffit Copper Mesh (100 foot roll)	\$ _____	\$ _____	\$ _____
Tin Cat or equivalent	\$ _____	\$ _____	\$ _____
UV Bulbs (15 watt shatter resistant)	\$ _____	\$ _____	\$ _____
UV Bulbs (36 watt shatter resistant)	\$ _____	\$ _____	\$ _____
UV Bulbs (40 watt shatter resistant)	\$ _____	\$ _____	\$ _____
Mist Net (Bird 7ft. x 20ft.)	\$ _____	\$ _____	\$ _____
Mist Net (Bird 8ft. x 30ft.)	\$ _____	\$ _____	\$ _____
Mist Net (Bird 8ft. x 40ft.)	\$ _____	\$ _____	\$ _____
Webster Poles (pole & head)	\$ _____	\$ _____	\$ _____
Webster Poles (replacement head only)	\$ _____	\$ _____	\$ _____

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name (Please Type)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)